

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

STEELCASE INC., a Michigan  
corporation,

Plaintiff,

Case No. 1:04CV0026

v

Honorable Robert Holmes Bell  
Chief, U.S. District Judge

HARBIN'S INC., an Alabama  
corporation, MICHAEL G. HARBIN,  
and HOPE D. HARBIN PATTERSON,

Defendants.

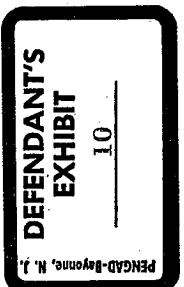
**PLAINTIFF STEELCASE INC.'S RESPONSE TO DEFENDANT MICHAEL G.  
HARBIN'S REQUEST TO ADMIT FACTS DIRECTED TO PLAINTIFF  
STEELCASE INC.**

Plaintiff, Steelcase Inc., by its attorneys, Miller, Johnson, Snell & Cummiskey,  
P.L.C., answers Defendant Michael G. Harbin's Request to Admit Facts Directed to Plaintiff  
Steelcase Inc., filed February 3, 2005 as follows.

**REQUESTS TO ADMIT**

1. Admit that Exhibit B to Plaintiffs Complaint was a personal Guaranty,  
dated June 6, 1993, by Defendants Michael G. Harbin and Hope D. Harbin-Patterson which was  
limited solely to those Purchase Orders (P00000405, P00000406, P00000413, P00000422,  
P00000433) identified therein.

**ANSWER:** Plaintiff admits that Exhibit B was and is a personal guaranty dated  
June 6, 1993 by Michael G. Harbin and Hope D. Harbin (now Patterson). Plaintiff denies that  
the Guaranty was limited solely to the Purchase Orders listed because it is untrue. Paragraph 4  
of the Guaranty expressly makes it applicable to all indebtedness incurred or arising prior to



receipt by Steelcase of a written termination. No written termination has ever been received by Steelcase.

2. Admit that the Purchase Orders identified in Request to Admit 1 were paid in full prior to the year 2000.

**ANSWER:** Admitted.

3. Admit that Exhibit C to Plaintiff's Complaint was a personal Guaranty, dated August 4, 1993, by Defendants Michael G. Harbin and Hope D. Harbin-Patterson which was limited solely to those Purchase Orders (P00000568, P00000521 P00000532, P00000557, P00000558) identified therein.

**ANSWER:** Plaintiff admits that Exhibit B was and is a personal guaranty dated August 4, 1993 by Michael G. Harbin and Hope D. Harbin (now Patterson). Plaintiff denies that the Guaranty was limited solely to the Purchase Orders listed because it is untrue. Paragraph 4 of the Guaranty expressly makes it applicable to all indebtedness incurred or arising prior to receipt by Steelcase of a written termination. No written termination has ever been received by Steelcase.

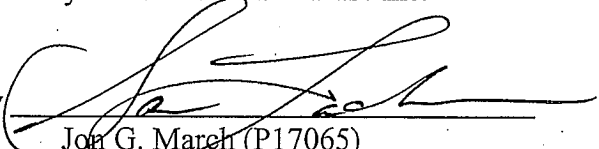
4. Admit that the Purchase Orders identified in Request to Admit 3 were paid in full prior to the year 2000.

**ANSWER:** Admitted.

MILLER, JOHNSON, SNELL & CUMMISKEY, P.L.C.  
Attorneys for Plaintiff Steelcase Inc.

Dated: February 23, 2005

By

  
Jon G. March (P17065)  
Sara G. Lachman (P67523)

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PROOF OF SERVICE

STATE OF MICHIGAN     )  
                                      ) ss.  
COUNTY OF KENT        )

Sara G. Lachman, of Miller, Johnson, Snell & Cummiskey, P.L.C., attorneys for plaintiff in the above-captioned lawsuit, hereby states that on the 23<sup>rd</sup> day of February, 2005 she caused Kara Lewis of Miller, Johnson, Snell & Cummiskey, P.L.C. to serve Plaintiff Steelcase Inc.'s Response to Defendant Michael G. Harbin's Request to Admit Facts Directed to Plaintiff Steelcase Inc. by first class mail upon:

Robert W. Smith, Esq.  
Attorney for Michael G. Harbin  
Silverman, Smith, Bingen & Rice  
151 S. Rose Street  
707 Comerica Building  
Kalamazoo, MI 49007

Hope D. Harbin (now Hope Duncan Patterson)  
4514 Chamblee Dunwoody Road  
#238  
Atlanta GA 30338

/s/ Sara G. Lachman  
Sara G. Lachman